



MUSIC PUBLISHING CATALOG LICENSE

This agreement ("**Agreement**") is entered into as of the date first written above (the "**Effective Date**") by and between Managed Media Inc. (collectively along with its affiliates and subsidiaries, "**Licensee**"), and the publisher named above (collectively along with its affiliates and subsidiaries, "**Licensor**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS Licensee has developed a subscription-based background / foreground commercial audio and audiovisual service, as further described in Schedule A (the "**Service**") which is used by proprietors of business establishments (individually and collectively, the "**Subscriber(s)**") to make available -recorded music and/or music videos, each embodying the Compositions, in audio-only or audio and/or audiovisual formats, and to make available artwork corresponding to each such audio-only and/or audiovisual work (individually and collectively, the "**Content**") at such proprietors' business establishments (individually and collectively, the "**Authorized Venue(s)**"); and

WHEREAS Licensor owns or controls in whole or in part a catalog of musical compositions, including the lyrics embodied therein (individually, and collectively, the "**Composition(s)**") and wishes to license the rights in the Compositions described in Section 1 of this Agreement to Licensee;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Rights:

Licensor hereby grants to Licensee all rights (excluding public performance and communication to the public rights) necessary to create and provide access to Content containing Compositions via the Service during the Term and in the Territory as set forth herein, or to otherwise use and exploit the Content embodying the Compositions to solely as necessary to provide the Service during the Term and in the Territory as set

forth herein, including the right to:

- (a) Reproduce Content on computer servers and/or devices owned or controlled by or on behalf of Licensee for the purpose of making such Content available for use as authorized hereunder;
- (b) Create and have created Content incorporating Compositions;
- (c) Reproduce, distribute, transmit, display, exhibit and otherwise make available the Content (including the Compositions as embodied therein) via the Service;
- (d) Display writer names and likeness, and Composition titles solely to identify the applicable Content being made available to the public via the Service; and
- (e) Make available and transmit clips of Content solely for the purposes of advertising, promotion, and marketing of the Service within and/or outside of the Service.

2. Royalties:

(a) License Fees: In consideration for the rights granted, the releases given, and the representations and warranties made by Licensors to Licensee herein, Licensee shall pay Licensors the following fees (the “**License Fees**”):

- 1) Audio Service: Greater of Licensors’ Pro Rata Share of:
 - a. 5.25% of Gross Service Revenues; and
 - b. \$1.57 USD per Authorized Venue per month
- 2) Combined Service: Greater of Licensors’ Pro Rata Share of:
 - a. 6.50% of Gross Service Revenues; and
 - b. \$2.27 USD per Authorized Venue per month
- 3) Operator On-Demand Audio Service: Greater of Licensors’ Pro Rata Share of:
 - a. 8.50% of Gross Service Revenues; and
 - b. \$3.40 USD per Authorized Venue per month
- 4) Operator On-Demand Combined Service: Greater of Licensors’ Pro Rata Share of:
 - a. 12% of Gross Service Revenues; and
 - b. \$6.00 USD per Authorized Venue per month

For the avoidance of doubt, the License Fees shall be calculated on a country-by-country basis and on a monthly basis, but accounted for and paid on a quarterly basis as set forth in Section 3 (Payment and Accounting).

(b) Pro Rata Share: “**Pro Rata Share**” means a fraction, the numerator of which is the total number of Plays of audio-only or audio and/or audiovisual Content containing sound recordings embodying Compositions (subject to proportionate adjustment for Compositions that are not entirely owned, controlled and/or administered by Licensors or its affiliates in the applicable country of the Territory) via the Service, during the applicable calendar month in the applicable country of the Territory, and the denominator of which is the total number of Plays of all audio-only and/or audiovisual Content containing sound recordings embodying musical compositions via the Service,

during such calendar month in such country of the Territory.

(c) Revenue: “**Gross Service Revenues**” means, in a given calendar month, all revenue received by Licensee and recognized in accordance with U.S. GAAP in the Territory in connection with the delivery of Content to Subscribers, including: (i) all subscription fees or other consideration received in respect of the delivery of the Service for music-based products as stand-alone invoice line items, and shall exclude all applicable monies from non-music offerings on separate stand-alone invoice line items; and (ii) all revenue or other consideration received by Licensee for any third-party advertising in connection with the Service, less all documented third-party agency commissions actually paid by Licensee, in an amount not to exceed fifteen percent (15%) of total advertising revenues in the aggregate.

3. Payment and Accounting:

(a) Accountings: Licensee or its agent will calculate and pay royalties due hereunder to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter of the Term, and will provide accounting statements in connection therewith whenever such royalties have been accrued. Such statements will include the data reasonably necessary to verify the calculations of the royalties paid or payable for the applicable calendar quarter. All royalty payments will be in U.S. Dollars payable to Licensor by check sent to the Licensor’s address as set forth in an IRS Form W-9 or W-8BEN delivered by Licensor to Licensee (or Licensee’s agent), or sent to Licensor via electronic or other means if both Parties have agreed and are able to process such payments, provided the royalties due to Licensor for the applicable accounting period are equal to or greater than Fifty Dollars (\$50) (the “**Minimum Amount**”). Where the balance due to Licensor falls below the Minimum Amount, such balance will roll over to successive accounting periods until such time as the Minimum Amount is reached, at which time Licensee will make payment to Licensor in accordance with this provision. Licensor acknowledges and agrees that Licensee may designate an agent for the purpose of calculating and providing royalty statements and payments to Licensor pursuant to this Agreement and agrees that Licensee or such agent (as the case may be) may collect and process such personal data of the Licensor as is necessary for such purpose. Royalty statements will be made available to Licensor via Licensor’s web account with Music Reports, Inc. for each period in which licensed activity occurs.

(b) Adjustments: If the royalties payable to Licensor for a given accounting period are subsequently determined by Licensee or its agent to be less or greater than the amount already accounted or paid to Licensor for that accounting period, then Licensee or its agent will make an accounting adjustment accordingly as promptly as commercially practicable, and the corresponding debit or credit will be reflected on the next royalty statement prepared after such adjustment is made. Such statement will be accompanied by a “true-up” payment if any credit is due, provided the royalties due to the Licensor have reached the Minimum Amount.

(c) Audits: Licensee will maintain books and records concerning the use of Compositions during the Term. Licensors will have the right, upon ninety (90) days notice to Licensee, to designate an independent certified public accountant on Licensors' behalf, who will not be retained on a contingency basis, to examine such books and records as they relate to the use of the Compositions and fulfillment of Licensee's obligations under this Agreement, solely for the purpose of verifying the accuracy of accountings hereunder. Such examinations will be conducted at Licensors' sole cost and expense, no more than once in any twelve-month period nor more than once with respect to any particular quarterly statement. Such audit will be conducted at Licensee's headquarters or another location reasonably designated by Licensee during Licensee's normal business hours and in such manner so as not to unreasonably disrupt Licensee's business, and will be completed promptly. Licensors acknowledge that Licensee's books and records as well as the books and records of Licensee's agent(s) contain confidential information, and Licensors represent and warrants that neither Licensors nor any person or entity acting under Licensors' authority will use or divulge confidential information from such books and records except for the specific purpose described in this Section 3(c).

(d) Audit Restrictions: Each royalty accounting statement hereunder will be binding and not subject to any objection unless Licensors send Licensee written notice specifying such objection within two (2) years after the date the statement is required to be rendered hereunder (and each statement will be deemed rendered on time unless Licensors notifies Licensee to the contrary no later than sixty (60) days after the date on which the statement is required to be rendered). Licensors may not commence any legal action against Licensee in respect of any accounting (or alleged failure to account) unless Licensors commences such legal action in a court of competent jurisdiction within two (2) years following the date the accounting is required to be rendered, and the scope of any such legal action will be limited to a determination of the amount of royalties, if any, payable to Licensors for the relevant quarterly accounting period. Licensors' sole remedy in connection with such legal action will be the recovery of the royalties Licensors is determined to be owed hereunder, if any.

4. Term and Territory:

(a) Term: This Agreement will commence as of the Effective Date and will continue for a period of two (2) years (the "**Initial Period**"), after which it will renew automatically for successive periods of one (1) year, each a "**Renewal Period**," unless terminated by either Party as provided herein. The Initial Period, together with all Renewal Periods, if any, will constitute the "**Term**."

(b) Termination: Either Party may terminate this Agreement on a prospective basis, effective as of the end of the Initial Period or any Renewal Period, by written notice to the other not less than ninety (90) days prior to the conclusion of the then-current period of the Agreement. Without limiting any other remedy available at law or in equity, either party may also terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied prior to the date that is 30 days after written notice is provided to the breaching party specifying the breach to be cured.

Neither Party will be entitled to recover damages or to terminate the Term by reason of any breach by the other Party of its obligations under this Agreement unless the breaching Party fails to cure the breach within 30 days following receipt of notice thereof. Licensee will also have the right to terminate the Term upon notice to Licensors in the event that Licensee ceases to operate its Service(s) during the Term.

(c) Territory: The “**Territory**” of this Agreement will mean the United States and its territories, possessions, and commonwealths.

5. Takedowns

Licensors will have the right to provide a written takedown request for any specific Composition or Compositions in the event of: (i) legal risk to Licensors; (ii) a bona fide dispute between Licensors and a writer or co-publisher of any such Composition, provided such takedown request is made on a non-discriminatory basis as relates to Licensors’s then-current third party licensees; or (iii) Licensors’s loss of rights with respect to any Composition(s). Upon receipt of such request, Licensee will endeavor to remove said Composition or Compositions from the Service(s) as soon as possible but in no event later than thirty (30) days of receipt of such notice or the identification of such Composition in Licensee’s sound recording catalog.

6. Delivery of Metadata

Licensors to timely deliver to Licensee (or its third party contractor) catalog information with respect to each Composition, including the Composition and corresponding songwriter information, co-publisher information (including splits), ISWC numbers, and territorial limitations. Licensors shall, on a regular basis throughout the Term, provide Licensee (or its third party contractor) with any new or updated Composition metadata, but no less frequently than when it provides such updates to other recipients of such data; provided Licensors’s inadvertent and non-repetitive failure to do so shall not be deemed a breach hereunder.

7. Release

Licensors, on behalf of itself and its music publishing affiliates, will release Licensee, and all of its parents, subsidiaries, successors, assigns, heirs and affiliated entities and individuals, and the officers, directors, shareholders, employees, attorneys, agents and insurers of any of the foregoing (collectively, “**Released Parties**”), from any and all claims and potential claims, demands, actions, liabilities, actions, causes of action, charges, complaints, proceedings, (whether known or unknown, whether determined, determinable or otherwise, whether strict, absolute or contingent, whether in law, in equity or otherwise, and whether or not actually alleged prior to such release) arising from or related to the reproduction, distribution, transmission, modification, display, exploitation and other use of Compositions in or in connection with the Service prior to the commencement of the Term (“**Release Term**”), solely during the portion of the Release Term during which such content was subject to Licensors’s ownership or

control (collectively, the “**Released Claims**”). Notwithstanding the foregoing or anything to the contrary herein, such release will not apply to any claims arising (i) in the future from breach or violation of any agreement (including this Agreement) with Licensor; or (ii) out of the public performance of Licensed Works during the Release Term.

8. Representations and Warranties/Indemnity:

(a) Mutual Ability: Each Party represents and warrants to the other that: it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) Non-Infringement/Third Party Clearances: Licensor represents and warrants that Licensee’s use of the Composition(s) as provided herein will not infringe the rights, including but not limited to the copyright and/or other intellectual property rights or contractual rights, of any third party during the Term. Licensor represents and warrants that no consent from any third party is required for the exploitation of the Compositions as agreed in this Agreement and that Licensor will be responsible for obtaining all rights and applicable consents from, and paying all royalties payable to, all writers and administered publishers in respect of the use of Compositions as permitted herein.

(c) Indemnity: Each Party hereto will indemnify and hold the other Party harmless from any third party claim, judgment, cost, or expense (including, without limitation, reasonable legal costs and attorneys' fees) arising out of a breach of such Party's representations or warranties hereunder.

9. Miscellaneous:

(a) Addresses and Notices: All notices hereunder must be in writing and will be deemed effective: (i) if provided by hand delivery, upon delivery; (ii) if provided by nationally recognized overnight courier, one (1) business day following the date sent; (iii) if provided by first class mail, five (5) business days following the date mailed; or (iv) if sent by email, on the business day following the date of sending. Notices to Licensee will be addressed to content@managedmedia.com or 787 Adelaide St N, London Ontario, CANADA N5Y 2L8; notices to Licensor will be addressed as set forth in Licensor’s online account with Licensee’s reporting agent.

(b) Merger/No Oral Amendments: This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and all prior and contemporaneous agreements are merged herein. No modification of this Agreement, or waiver of any right hereunder, will be binding on either Party unless memorialized in a writing signed by the Party to be charged with such amendment or waiver.

(c) Force Majeure: Performance by either Party of its obligations hereunder will be excused in the event of any force majeure event rendering performance impossible or commercially impracticable.

(d) Assignment: This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party except that either Party may freely assign this Agreement (i) to any affiliated company (an affiliated company meaning any entity that directly or indirectly controls or is controlled by, or is under common control with, a Party) and (ii) in the event of a sale of all or substantially all of such Party's assets. This Agreement will be binding upon the Parties and their permitted successors and assigns.

(e) LIMITATION OF LIABILITY: EXCEPT FOR ANY CLAIM FOR INDEMNITY PURSUANT TO SECTION 8(c) OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY AMOUNTS REPRESENTING ITS RESPECTIVE LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR RELATED ACTS OR OMISSIONS. NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(f) Counterparts and Signatures: This Agreement may be executed in counterparts, all of which, when taken together, will constitute one and the same document. Facsimile or electronic signatures hereto will be deemed original for all purposes.

(g) Severability: If any term of this Agreement is found to be legally invalid or unenforceable for any reason, all other terms of this Agreement will nevertheless remain in full force and effect.

ACCEPTED AND AGREED:

LICENSOR

By: TSUNAMI FLOW

(an authorized signatory)

MANAGED MEDIA, INC.

By: _____
(an authorized signatory)

Name (printed): Aaron Lewcock

Title: CEO / Co-founder

Schedule A

Description of the Service

As used in this Agreement, “**Service**” means music-based products as stand-alone invoice line items branded and marketed by Licensee which shall include individually and collectively, the Audio Service, the Combined Service, the Operator On-Demand Audio Service, the Operator On-Demand Audio and Audiovisual Service, as the case may be. For the avoidance of doubt, the Service shall comply at all times with Licensee’s functionality, technical, and security specifications.

“**Audio Service**” means the background/foreground music service provided by Licensee that (i) delivers sound recordings only to Subscribers from Licensee’s servers via an electronic medium, (ii) renders such sound recordings for performance in Authorized Venues on approved playback devices solely via the company venue application, (iii) is non-interactive, and (iv) features programming that is substantially in conformity with the sound recording performance complement as defined in 17 U.S.C. § 1140)

“**Combined Service**” means the background/foreground music service provided by Licensee that: (i) delivers sound recordings and/or audiovisual recordings, as the case may be, to Subscribers from Licensee’s servers via an electronic medium or from the Licensee’s hard drives, (ii) renders such sound recordings and/or audiovisual recordings as the case may be, for performance in Authorized Venues on Approved Venue’s playback devices solely via the Licensee’s application, (iii) is non-interactive, and (iv) features programming that is substantially in conformity with the sound recording performance complement as defined in 17 U.S.C. § 1140) (except, solely with respect to audiovisual recordings, in conformity with the same transmission limitations that would apply if such law referred to audiovisual recordings rather than sound recordings)

“**Operator On-Demand Audio Service**” means the music service provided by Licensee that (i) allows Subscribers to program playlists, (ii) delivers sound recordings only, as listed in such playlists, to Subscribers from Licensee’s servers via an electronic medium, and (iii) renders such sound recordings for performance in Authorized Venues on approved playback devices solely via the Licensee’s application

“**Operator On-Demand Combined Service**” means the music service provided by Licensee that (i) allows Subscribers to program playlists, (ii) delivers sound recordings and/or audiovisual recordings, as the case may be, as listed in such playlists, to Subscribers from Licensee’s servers via the electronic medium or from the Licensee’s hard drives, and (iii) renders such sound recordings and/or audiovisual recordings for performance in Authorized Venues on Approved Venue’s playback devices solely via the Licensee’s application